

## **SUPPLEMENTAL AGREEMENT NO. 2 REGARDING UNE REMAND ORDER**

Verizon New England d/b/a Verizon Maine, ("Verizon"), a New York corporation with offices at 185 Franklin Street, Boston, Massachusetts 02110, and CTC Communications Corp. ("CTC"), a Massachusetts corporation with offices at 360 Second Avenue, Waltham, Massachusetts 02451, enter into this Supplemental Agreement No. 2 Regarding UNE Remand Order, dated as of November 8, 2000 (this "Supplemental Agreement No. 2 ") (each of Verizon and CTC being referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, pursuant to an adoption letter dated September 21, 2000 (the "Adoption Letter"), CTC adopted in the State of Maine, pursuant to Section 252(i) of the Act, the interconnection agreement between Global NAPS, Inc. and Verizon (the "Adopted Terms");

WHEREAS, the Parties entered into a Supplemental Agreement No. 1 Regarding UNE Remand Order dated the date hereof (the terms of which, for ease of reference, are included in the definition of "Adopted Terms" as used herein);

WHEREAS, the Federal Communications Commission (the "FCC") issued an order on November 5, 1999 in CC Docket No. 96-98 (the "UNE Remand Order"), and issued a supplemental order on November 24, 1999 in the same proceeding, which orders became effective in part as of February 17, 2000 and fully effective as of May 17, 2000; and

WHEREAS, pursuant to the UNE Remand Order, Verizon is prepared to provide network elements and collocation in accordance with, but only to the extent required by, all effective, final and nonappealable laws, government regulations and orders applicable to such elements and collocation (such laws, regulations and orders, "Applicable Law");

NOW WHEREFORE, in exchange for the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Effective as of the date first set forth above, the Adopted Terms are hereby supplemented as follows:

(a) Sub-Loop.

(1) Notwithstanding anything set forth in the Adopted Terms, subject to the conditions set forth in Section 1(e) of this Supplemental Agreement No. 2 and upon request, Verizon shall provide CTC with access to a Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(a)(1) and the rates set forth in Exhibit A attached hereto. A "Sub-Loop" means a two-wire or four-wire metallic distribution facility in Verizon's network between a Verizon feeder distribution interface (an "FDI") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Notwithstanding anything else set forth in this Supplemental Agreement No. 2 or in the Adopted Terms,

Verizon shall provide CTC with access to a Sub-Loop in accordance with, but only to the extent required by, Applicable Law.

(2) CTC may request that Verizon reactivate (if available) an unused drop and NID, install a new drop and NID if no drop and NID are available or provide CTC with access to a drop and NID that, at the time of CTC's request, Verizon is using to provide service to a Customer (as such term is hereinafter defined). The term "Customer" means a third-party residence or business end-user subscriber to telephone exchange services provided by either of the Parties, *provided, however*, that the term "Customer" does not include a Party.

(3) CTC may obtain access to a Sub-Loop only at an FDI and only from a CLEC outside plant interconnection cabinet (a "COPIC") or, if CTC is collocated at a remote terminal and the FDI for such Sub-Loop is located in such terminal, from the collocation arrangement of CTC at such terminal. To obtain access to a Sub-Loop, CTC shall install a COPIC on an easement or Right of Way obtained by CTC within 100 feet of the Verizon FDI to which such Sub-Loop is connected. A COPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and a CTC COPIC and Verizon shall install a termination block within such COPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the COPIC and shall not provide any power that might be required by the CLEC for any electronics in the COPIC. CTC shall provide any easement, Right of Way or trenching or other supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.

(4) CTC may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to CTC, the following information regarding a Sub-Loop that serves an identified Customer: the Sub-Loop's length and gauge, whether the Sub-Loop has loading and bridged tap, the amount of bridged tap (if any) on the Sub-Loop and the location of the FDI to which the Sub-Loop is connected.

(5) To order access to a Sub-Loop, CTC must first request that Verizon connect the Verizon FDI to which the Sub-Loop is connected to a CTC COPIC. To make such a request, CTC must submit to Verizon an application (a "Sub-Loop Interconnection Application") that identifies the FDI at which CTC wishes to access the Sub-Loop. A Sub-Loop Interconnection Application shall state the location of the COPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Interconnection Application shall also include a five-year forecast of CTC's demand for access to Sub-Loops at the requested FDI. CTC must submit the application fee set forth in Exhibit A attached hereto (a "Sub-Loop Application Fee") with a Sub-Loop Interconnection Application. CTC must submit Sub-Loop Interconnection Applications to:

USLA Project Manager  
Verizon  
Room 509  
125 High Street  
Boston, MA 02110  
E-Mail: Collocation.applications@Verizon.com

(6) Within sixty (60) days after it receives a complete Sub-Loop Interconnection Application for access to a Sub-Loop and the Sub-Loop Application Fee for such application, Verizon shall provide to CTC a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Work Order") and a statements of the cost of such work (a "Sub-Loop Interconnection Cost Statement").

(7) CTC shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Interconnection Cost Statement within sixty (60) days of CTC's receipt of such statement and the associated Sub-Loop Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Interconnection Application shall be deemed to have been withdrawn if CTC breaches its payment obligation under this Section 1(a)(7). Upon Verizon's completion of the work that Verizon must perform to provide CTC with access to a Sub-Loop, Verizon shall bill CTC, and CTC shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Interconnection Cost Statement for such access.

(8) After Verizon has completed the installation of the interconnecting cable to a CTC COPIC and CTC has paid the full cost of such installation, CTC can request the cross connection of Verizon Sub-Loops to the CTC COPIC. At the same time, CTC shall advise Verizon of the services that CTC plans to provide over the Sub-Loop, request any conditioning of the Sub-Loop and assign the pairs in the interconnecting cable. CTC shall run any crosswires within the COPIC.

(9) If CTC requests that Verizon reactivate an unused drop and NID, then CTC shall provide dial tone (or its DSL equivalent) on the CTC side of the applicable Verizon FDI at least twenty four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop to the CTC dial tone or equivalent from the COPIC. If CTC requests that Verizon install a new drop and NID, then CTC shall provide dial tone (or its DSL equivalent) on the CTC side of the applicable Verizon FDI at least twenty four (24) hours before the due date. On the due date, a Verizon technician shall run the appropriate cross connection of the facilities being reused at the Verizon FDI and shall install a new drop and NID. If CTC requests that Verizon provide CTC with access to a Sub-Loop that, at the time of CTC's request, Verizon is using to provide service to a Customer, then, after CTC has looped two interconnecting pairs through the COPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the COPIC and back out again to the Verizon FDI and Verizon Sub-Loop using the "loop through" approach. On the due date, CTC shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop and submit the CTC's long-term number portability request.

(10) Verizon shall not provide access to a Sub-Loop if Verizon is using the loop of which the Sub-Loop is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.

(11) Verizon shall provide CTC with access to a Sub-Loop in accordance with negotiated intervals.

(12) Verizon shall repair and maintain a Sub-Loop at the request of CTC and subject to the time and material rates set forth in Exhibit A. CTC accepts responsibility for initial trouble isolation for Sub-Loops and providing Verizon with appropriate dispatch information based on its test results. If (a) CTC reports to Verizon a Customer trouble, (b) CTC requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop facilities or equipment in whole or in part, then CTC shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by CTC is not available at the appointed time. If as the result of CTC instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A be assessed per occurrence to CTC by Verizon. If as the result of CTC instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to CTC by Verizon.

(b) Dark Fiber.

(1) Notwithstanding anything set forth in the Adopted Terms, subject to the conditions set forth in Section 1(e) of this Supplemental Agreement No. 2 and upon request, Verizon shall provide to CTC access to Dark Fiber Loops (as such term is hereinafter defined) and to Dark Fiber IOF (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(b) and the rates set forth in Exhibit A. A "Dark Fiber Loop" means two continuous fiber optic strands (a pair) located within a Verizon fiber optic cable sheath between a Verizon end office and the premises of a Customer but that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A "Dark Fiber IOF" means two continuous fiber optic strands (a pair) that are located within a fiber optic cable sheath between either (a) two Verizon central offices or (b) a Verizon central office and a CTC central office, but, in either case, that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. When CTC submits an order for a Dark Fiber Loop or a Dark Fiber IOF, such fiber may not conform to industry transmission standards, either the ones in effect when Verizon installed such fiber or the ones in effect at the time of such order. Notwithstanding anything else set forth in this Supplemental Agreement No. 2 or in the Adopted Terms, Verizon shall provide CTC with access to Dark

Fiber Loops and Dark Fiber IOF in accordance with, but only to the extent required by, Applicable Law.

(2) CTC may access a Dark Fiber Loop or a Dark Fiber IOF only at a pre-existing hard termination point of such Dark Fiber Loop or Dark Fiber IOF, and CTC may not access a Dark Fiber Loop or a Dark Fiber IOF at any other point, including, but not limited to, a splice point. CTC may obtain access to Dark Fiber Loops and Dark Fiber IOF only in the following ways:

(i) Upon CTC's request, Verizon will connect a Dark Fiber Loop to a CTC collocation arrangement in the Verizon end office where the Dark Fiber Loop originates and to a demarcation point, including, but not limited to, an industry standard fiber distribution panel, in a building where a Customer is located and the Dark Fiber Loop terminates. Verizon shall connect a Dark Fiber Loop to the POT bay of a CTC collocation arrangement by installing appropriate cross connections. A demarcation point shall be located in the main telco room of a building where a Customer is located or, if the building does not have a main telco room, then at a location to be determined by Verizon, and Verizon shall connect a Dark Fiber Loop to the demarcation point by installing a jumper.

(ii) Upon CTC's request, Verizon will connect a Dark Fiber IOF between two Verizon central offices to CTC collocation arrangements in those offices and will connect a Dark Fiber IOF between a Verizon central office and a CTC central office to a CTC collocation arrangement in the Verizon central office and to the fiber distribution frame in the CTC central office. Verizon shall connect a Dark Fiber IOF to the POT bay of a CTC collocation arrangement and to the fiber distribution frame in a CTC central office by installing appropriate cross connections.

Verizon shall perform all work necessary to install a cross connection or a fiber jumper pair, including, but not limited to, the work necessary to connect a dark fiber pair to a demarcation point, a fiber distribution frame or a POT bay.

(3) Verizon shall provide access to Dark Fiber Loops and Dark Fiber IOF only where spare facilities exist, and Verizon shall not be obligated to construct new or additional facilities or create splice points to provide CTC with access to Dark Fiber Loops or Dark Fiber IOF. Verizon shall not reserve Dark Fiber Loops or Dark Fiber IOF for CTC, and Verizon shall not be obligated to provide access to Dark Fiber Loops or Dark Fiber IOF across LATA boundaries. Verizon may reserve Dark Fiber Loops and Dark Fiber IOF for maintenance purposes, to satisfy Customer orders for fiber related services or for future growth. Verizon reserves, and Verizon's execution and delivery of this Supplemental Agreement No. 2 shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a CTC order for a Dark Fiber Loop or a Dark Fiber IOF because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or other competitive local exchange carriers or impair a Verizon obligation to serve as a carrier of last resort.

(4) Prior to ordering access to a Dark Fiber Loop or Dark Fiber IOF between two locations, CTC shall make a request to Verizon that Verizon review its existing cable records to determine whether spare Dark Fiber Loop facilities or Dark Fiber IOF facilities (as the case may be) are available between those locations (such a request, a “Dark Fiber Inquiry Request”). If spare facilities are available, Verizon shall notify CTC and provide CTC with an estimate of the mileage of those facilities. CTC cannot order access to spare facilities until Verizon has notified CTC that the facilities are available, and Verizon does not guarantee or warrant that the facilities will be available when CTC submits an order to Verizon for access to the facilities. When it submits an order to Verizon for access to spare facilities that Verizon has previously notified CTC are available, CTC assumes all risk that those facilities will no longer be available.

(5) Upon request, and subject to time and material charges to be quoted by Verizon, Verizon shall provide to CTC the following information:

(i) A fiber layout map that shows the streets within a wire center where there are existing Verizon fiber cable sheaths. Verizon shall provide such maps to CTC subject to the agreement of CTC, in writing, to treat the maps as confidential and to use them for preliminary design purposes only. CTC acknowledges that fiber layout maps do not show whether or not spare fiber facilities are available. Verizon shall provide fiber layout maps to CTC subject to a negotiated interval.

(ii) A field survey that shows the availability of dark fiber pairs between two Verizon central offices, a Verizon central office and a CTC central office or a Verizon end office and the premises of a Customer, shows whether or not such pairs are defective, shows whether or not such pairs have been used by Verizon for emergency restoration activity and tests the transmission characteristics of Verizon dark fiber pairs. If a field survey shows that a dark fiber pair is available and CTC submits an order for access to such pair, Verizon does not guarantee or warrant that the pair will be available when Verizon receives such order, and CTC assumes all risk that the pair will not be available. Verizon shall perform a field survey subject to a negotiated interval. If a CTC submits an order for a dark fiber pair without first obtaining the results of a field survey of such pair, CTC assumes all risk that the pair will not be compatible with CTC’s equipment, including, but not limited to, order cancellation charges.

(6) CTC shall be solely responsible for: (a) determining whether or not the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF accommodate the requirements of CTC; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to a Dark Fiber Loop or a Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power a Dark Fiber Loop or a Dark Fiber IOF to transmit telecommunications traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting CTC’s collocation arrangements with any proper cross connects or other equipment that CTC needs to access a Dark Fiber Loop or a Dark Fiber IOF before it submits an order for such access.

(7) CTC acknowledges that Verizon may have to splice the cable sheath of a Dark Fiber Loop or a Dark Fiber IOF to repair and maintain such sheath after CTC has obtained access to such dark fiber, and CTC assumes all risks associated with the creation of future splices on a Dark Fiber Loop or a Dark Fiber IOF. Verizon shall not provide or connect fiber optic transmission equipment, intermediate repeaters or power on a Dark Fiber Loop or a Dark Fiber IOF. Verizon cannot guarantee that the transport rate of a Dark Fiber Loop or a Dark Fiber IOF shall remain constant over time.

(8) Verizon shall provide CTC with access to a Dark Fiber Loop or a Dark Fiber IOF in accordance with the following intervals:

Fifteen (15) business days to perform the Dark Fiber Inquiry Request or a negotiated interval if Verizon receives ten (10) such requests for one LATA

Thirty (30) business days to turn up a Dark Fiber Loop or a Dark Fiber IOF

(9) Verizon shall not be obligated to make Dark Fiber Loops and Dark Fiber IOF conform to any industry standards. After CTC has obtained access to a Dark Fiber Loop or a Dark Fiber IOF, Verizon may, at CTC's request and subject to rates set forth in Exhibit A, try to modify the transmission characteristics of such dark fiber. The work shall include and be limited to the following:

(i) Replace older connectors with new connectors, unless there is a risk that the replacement will disrupt existing fiber optic services.

(ii) Clean connectors to remove non-imbedded contaminants.

Notwithstanding the foregoing, Verizon shall not be obligated to modify the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF to satisfy the transmission objectives of CTC for such dark fiber.

(10) Verizon shall repair and maintain a Dark Fiber Loop or a Dark Fiber IOF at the request of CTC and subject to the time and material rates set forth in Exhibit A but Verizon shall not be obligated to repair or maintain the transmission characteristics of such dark fiber, services provided by CTC over such dark fiber, any equipment of CTC or anything other than the physical integrity of such dark fiber. CTC shall cooperate with any Verizon effort to repair and maintain a Dark Fiber Loop or a Dark Fiber IOF. CTC acknowledges that maintenance and repair of a Dark Fiber Loop or a Dark Fiber IOF or fiber optic strands located in the same cable sheath by Verizon may affect the transmission characteristics of such dark fiber. CTC accepts responsibility for initial trouble isolation for Dark Fiber Loops and Dark Fiber IOF and providing Verizon with appropriate dispatch information based on its test results. If (a) CTC reports to Verizon a Customer trouble, (b) CTC requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon dark fiber facilities or equipment in whole or in part, then CTC shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition,

this charge also applies when the Customer contact as designated by CTC is not available at the appointed time. If as the result of CTC instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to CTC by Verizon. If as the result of CTC instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to CTC by Verizon.

(11) The mileage necessary to calculate the per mile monthly recurring charges for a Dark Fiber IOF shall be equal to the airline distance between the two ends of such Dark Fiber IOF, and the Parties shall measure such mileage using the V&H coordinates method set forth in the National Exchange Carrier Association, Inc. Tariff, FCC No. 4, and any portion of a mile so measured shall be rounded up to the nearest whole mile.

(c) House and Riser.

(1 Notwithstanding anything else set forth in the Adopted Terms or this Supplemental Agreement No. 2:, subject to the conditions set forth in Section 1(e) of this Supplemental Agreement No. 2 and upon request, Verizon shall provide to CTC access to a House and Riser Cable (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(c) and the rates set forth in Exhibit A. A "House and Riser Cable" means a two-wire or four-wire metallic distribution facility in Verizon's network between the minimum point of entry for a building where a premises of a Customer (as such term is hereinafter defined) is located (such a point, an "MPOE") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Verizon shall provide access to a House and Riser Cable only if Verizon owns, operates, maintains and controls such facility and only where such facility is available. Verizon shall not reserve a House and Riser Cable for CTC. CTC may access a House and Riser Cable only at the MPOE for such cable. Notwithstanding anything else set forth in this Supplemental Agreement or in the Interconnection Agreement, Verizon shall provide CTC with access to House and Riser Cables in accordance with, but only to the extent required by, Applicable Law.

(2) CTC must satisfy the following conditions before ordering access to a House and Riser Cable from Verizon:

(i) CTC shall locate their compatible terminal block within cross connect distance of the MPOE for such cable. A terminal block is within cross connect distance of an MPOE if it is located in the same room (not including a hallway) or within twelve (12) feet of such MPOE.

(ii) If suitable space is available, CTC shall install its terminal block no closer than fourteen (14) inches of the MPOE for such cable, unless otherwise agreed by the Parties.

(iii) CTC's terminal block or equipment cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that CTC's terminal block or equipment is located in a space where Verizon plans to locate its facilities or equipment.

(iv) CTC shall identify its terminal block and equipment as a CTC facility.

(3) To provide CTC with access to a House and Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment, (b) secure any Right of Way for CTC, (c) secure space for CTC in any building, (d) secure access to any portion of a building for CTC or (e) reserve space in any building for CTC.

(4) CTC must ensure that its terminal block has been tested for proper installation, numbering and operation before ordering from Verizon access to a House and Riser Cable. Verizon shall perform cutover of a Customer to CTC service by means of a House and Riser Cable subject to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon House and Riser Cable pair to CTC's termination block, and Verizon shall determine how to perform such installation. CTC shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to CTC in accordance with CTC's order for such services.

(5) If a CTC compatible connecting block or spare termination on CTC's connection block is not available at the time of installation, Verizon shall bill CTC, and CTC shall pay to Verizon, the Not Ready Charge set forth in Exhibit A and the Parties shall establish a new cutover date. Verizon may install a new House and Riser Cable subject to the time and material charges set forth in Exhibit A.

(6) Verizon shall perform all installation work on Verizon equipment. All CTC equipment connected to a House and Riser Cable shall comply with applicable industry standards.

(7) Verizon shall repair and maintain a House and Riser Cable at the request of CTC and subject to the time and material rates set forth in Exhibit A. CTC shall be solely responsible for investigating and determining the source of all troubles and for providing Verizon with appropriate dispatch information based on its test results. Verizon shall repair a trouble only when the cause of the trouble is a Verizon House and Riser Cable. If (a) CTC reports to Verizon a Customer trouble, (b) CTC requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by a Verizon House and Riser Cable in whole or in part, then CTC shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by CTC is not available at the appointed time. If as the result of CTC instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to CTC by Verizon. If as the result of CTC instructions, Verizon is erroneously requested to

dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to CTC by Verizon.

(8) Verizon shall advise CTC, upon request and subject to the House and Riser Asset Inquiry Charge set forth in Exhibit A, whether or not Verizon owns House and Riser Cable at a specified address. Verizon shall make reasonable efforts to respond to such inquiries within five (5) business days, subject to, among other things, service conditions at the office responding to the inquiry, the number of requests submitted on any given day and the possibility that a site visit may be required to respond to the inquiry. Verizon shall make publicly available a list of locations where it has sold, no longer owns and, therefore, cannot provide access to House and Riser Cables.

(d) Collocation in Remote Terminals. Notwithstanding anything set forth in the Adopted Terms, Verizon shall allow CTC to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in applicable Verizon tariffs, as amended from time to time, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Notwithstanding anything else set forth in this Supplemental Agreement No. 2 or the Adopted Terms, Verizon shall allow CTC to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, but only to the extent required by, Applicable Law.

(e) Limitations. Notwithstanding anything else set forth in the Adopted Terms or this Supplemental Agreement No. 2:

(1) Nothing contained in the Adopted Terms or this Supplemental Agreement No. 2 shall be deemed to constitute an agreement by Verizon that any item identified in the Adopted Terms or this Supplemental Agreement No. 2 as a network element is (i) a network element under Applicable Law, or (ii) a network element Verizon is required by Applicable Law to provide to CTC on an unbundled basis. Nothing contained in the Adopted Terms or this Supplemental Agreement No. 2 shall limit Verizon's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect Verizon's obligations under the Adopted Terms, this Supplemental Agreement No. 2 or Applicable Law.

(2) To the extent that Verizon is required by a change in Applicable Law to provide a network element on an unbundled basis to CTC, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable tariff of Verizon (a "Verizon UNE Tariff"). In the absence of a Verizon UNE Tariff, to the extent that Verizon is required by Applicable Law to provide a network element to CTC, the terms, conditions and prices for such network element (including, but not limited to, the terms and

conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance, and billing) shall be as provided in this Supplemental Agreement No. 2 and the Adopted Terms, as amended by this Supplemental Agreement No. 2. In the absence of a Verizon UNE Tariff and if there is a conflict between the terms and provisions of this Supplemental Agreement No. 2 or the Adopted Terms and Applicable Law governing the provision of a network element, prior to Verizon's provision of such network element and upon the written request of either Party, the Parties will negotiate in good faith a supplement to the Adopted Terms so that the Adopted Terms includes terms, conditions and prices for the network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with such Applicable Law.

(3) Verizon shall be required to provide a network element on an unbundled basis only where necessary facilities are available.

(4) Verizon shall not provide CTC, and CTC shall not request from Verizon, access to a proprietary advanced intelligent network service.

(f) Notwithstanding anything else set forth in the Adopted Terms or this Supplemental Agreement No. 2 and subject to the conditions set forth in Section 1(e) of this Supplemental Agreement No. 2:

(1) Verizon shall provide access to Sub-Loops, Dark Fiber Loops, and Dark Fiber IOF subject to charges based on rates and/or rate structures that are consistent with Applicable Law (rates and/or rate structures for access to Sub-Loops, Dark Fiber Loops, and Dark Fiber IOF, collectively, the "Rates" and, individually, a "Rate"). CTC acknowledges that the Rates are not set forth in Exhibit A as of the Effective Date but that Verizon is developing the Rates and Verizon has not finished developing the Rates as of the Effective Date. When Verizon finishes developing a Rate, Verizon shall notify CTC in writing of such Rate in accordance with, and subject to, the notices provision of the Adopted Terms and thereafter shall bill CTC, and CTC shall pay to Verizon, for services provided under this Supplemental Agreement No. 2 on the Effective Date and thereafter in accordance with such Rate, subject to Section 1(f)(2) of this Supplemental Agreement No. 2. Any notice provided by Verizon to CTC pursuant to this Section 1(f)(1) shall be deemed to be a part of Exhibit A immediately after Verizon sends such notice to CTC and thereafter.

(2) The Parties shall cooperate to true up amounts billed by Verizon to CTC and paid by CTC to Verizon based on an interim Rate for a Sub-Loop, a Dark Fiber Loop, or a Dark Fiber IOF if the Maine Public Utilities Commission alters, amends or modifies such Rate and then, as altered, amended or modified, approves or makes effective such Rate as a permanent and final Rate in a final order and such order is not appealed or otherwise challenged.

2. Conflict between this Supplemental Agreement No. 2 and the Adopted Terms. This Supplemental Agreement No. 2 shall be deemed to revise the terms and provisions of the Adopted Terms to the extent necessary to give effect to the terms and provisions of this Supplemental Agreement No. 2. In the event of a conflict between the terms and provisions of this Supplemental Agreement No. 2 and the terms and provisions of the Adopted Terms, this Supplemental Agreement No. 2 shall govern, *provided, however*, that the fact that a term or provision appears in this Supplemental Agreement No. 2 but not in the Adopted Terms, or in the Adopted Terms but not in this Supplemental Agreement No. 2, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Supplemental Agreement No. 2 may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Supplemental Agreement No. 2 have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Supplemental Agreement No. 2.

5. Scope of Supplemental Agreement No. 2. This Supplemental Agreement No. 2 shall amend, modify and revise the Adopted Terms only to the extent set forth expressly in Section 1 of this Supplemental Agreement No. 2, and, except to the extent set forth in Section 1 of this Supplemental Agreement No. 2, the terms and provisions of the Adopted Terms shall remain in full force and effect after the date first set forth above.

IN WITNESS WHEREOF, the Parties have executed this Supplemental Agreement No. 2 as of the year and date first written above.

VERIZON MAINE

By:\_\_\_\_\_

Name Jeffrey A. Masoner

Title: Vice-President - Interconnection Services  
Policy & Planning

CTC COMMUNICATIONS CORP.

By:\_\_\_\_\_

Name:

Title: